

Section C - Description/Specifications/Statement of Work

STATEMENT OF WORK

FOR

MACHINERY PROGRAMS AND PLATFORM DEPARTMENT

PROGRAM MANAGEMENT SUPPORT

1.0 INTRODUCTION

1.0.1 The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense (DoD) entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Department 20 which is responsible for the management of machinery programs and platforms.

1.0.2 This contract is for non-personal services. It does not create employment rights with the U.S. government whether actual, inherent, or implied.

1.0.3 Government/Contractor Relationship

1.0.3.1 The services to be delivered under this contract are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the government and the contractor's personnel. Therefore, it is in the best interest of the government to provide both parties a full understanding of their respective obligations.

1.0.3.2 The contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishable badges or other visible identification for meetings with government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

1.0.3.3 Contractor personnel under this contract shall not engage in any of the inherently governmental functions listed at Federal Acquisition Regulations (FAR) subpart 7.5 or Defense Federal Acquisition Regulations (DFARS) subpart 207.5.

1.0.4 Employee Relationship

1.0.4.1 The services to be performed under this contract do not require the contractor or its personnel to exercise personal judgment and discretion on behalf of the government. Rather the contractor's personnel will act and exercise personal judgment and discretion on behalf of the contractor.

1.0.4.2 Rules, regulations, directives, and requirements that are issued by the U.S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a government installation or who travel on government transportation. This is not to be construed or interpreted to establish any degree of government control that is inconsistent with a non-personal services contract.

1.0.4.3 Inapplicability of Employee Benefits. This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

1.0.4.4 It is the contractor's, as well as the government's, responsibility to monitor contract activities and notify the contracting officer if the contractor believes that the intent of this Section has been or may be violated.

1.0.4.4.1 The contractor shall notify the contracting officer in writing via letter or email within three (3)

calendar days from the date of any incident that the contractor considers to constitute a violation of this section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each government employee or contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the contractor's estimated date when, absent a response, cost, schedule or performance will be impacted.

1.0.4.4.2 The contracting officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the contracting officer will either:

- (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
- (iv) In the event the notice is inadequate to make a decision, the contracting officer will advise the contractor what additional information is required, and establish the date by which it should be furnished by the contractor.

1. Background

NSWCPD provides program management, engineering, technical, logistics, and financial support to U.S. Navy ship's hull, mechanical, and electrical (HM&E) systems and equipment. This requirement is for NSWCPD Department 20, which is responsible for the management of machinery programs and platforms.

The contractor shall provide programmatic support services to NSWCPD machinery programs and platforms. The contractor shall provide the personnel and facilities required to provide and support such services. In order to execute these responsibilities, NSWCPD requires the support as outlined within the sections 1.2 and 3.0.

1.2 Scope of Work

The contractor shall provide programmatic support services to NSWCPD Department 20 machinery programs and platforms. Areas to be supported include:

- Financial management
- Risk management
- Cyber security coordination
- Tracking status of various ongoing initiatives including:
 - Regional Maintenance and Modernization Coordination Office check ins/check outs
 - Ship change documents
 - Material
 - Travel plans
 - Deliverables
 - Action items
 - System safety plans
 - Shipboard testing
 - Quality assurance issues
 - Naval messages and advisories

Engineering change proposals

Health and status of program related contracts

-Schedule and dashboard development and maintenance

-Assisting with data calls

-Providing meeting support

This contract shall provide the personnel and facilities required to provide and support such services. Section 3.0 describes support services to be provided.

2.0 APPLICABLE DOCUMENTS

2.1 NAVSEAINST 5000.8, NAVAL SYSCOM Management Policy

2.2 MIL-STD-882, Department of Defense Standard Practice System Safety

2.3 S9800-AB-MAN-010, NAVSEA Engineering and Technical Authority Manual

2.4 NAVSEAINST 5100.12B, System Safety Engineering Policy

2.5 NAVSEAINST 5100.12M, System Safety Engineering Manual

2.6 NIST.SP.800-37, Rev. 2, Risk Management Framework for Information Systems and Organizations

These documents can be found at:

<https://www.navsea.navy.mil/Resources/Instructions>

www.everyspec.com

<https://csrc.nist.gov/publications/sp800>

<https://www.dla.mil/HQ/InformationOperations/DLMS/elibrary/manuals/milstds>

These documents can be referenced at the websites provided or can be distributed upon request. The contractor shall reference and utilize the latest version of the documents above when performing tasks.

3.0. REQUIREMENTS

3.1 The contractor shall provide the following support services:

3.1.1 Financial Management. The contractor shall provide financial management support.

3.1.1.1 The contractor shall work with the program manager, financial analyst, in service engineering agents (ISEAs), and program sponsor to track program financials including funds requested, funds allocated, funds received, and funds expended for current fiscal year as well as past fiscal years. Financials will be tracked at the task planning sheet

(TPS) level down to the individual task level at the Navy Enterprise Resource Planning (ERP) network activity level. The contractor shall track emergency funding requests and track status of those requests. The contractor will identify and track funds available for recoup or reallocation. The contractor will track funding documents received. The contractor will track overall program funding roll ups which may include Operation and Maintenance, Navy (OMN) funds, Other Procurement, Navy (OPN) funds, Research, Development, Test, and Evaluation (RDT&E) funds, etc. The contractor will track both cost reimbursable and direct cite funds status. The contractor shall create and maintain burn down tables of expiring funds at the ISEA level.

3.1.1.2 The contractor shall have advanced knowledge of Microsoft Excel and should know how to create and manage formulas, set up conditional formatting, create bar and line charts/graphs, burn down tables, and perform data imports and exports.

3.1.1.3 The contractor shall coordinate and host reoccurring financial review meetings of NSWCPD programs. The contractor shall provide financial status/updates for meetings and program reviews as required by the program. Program review financial updates shall typically be provided via Microsoft Power Point and Microsoft Excel.

3.1.1.4 The contractor shall assist with annual task planning sheet submission. The contractor shall collect, review, and process ISEA task statements and cost estimates. The contractor shall work with the program manager and ISEAs to resolve issues identified. The contractor shall create a cost estimate roll up summary sheet in Microsoft Excel to track and identify total program costs by total requirements, funding requirements plan by month, and funding spend plan by month. The contractor shall acquire a NAVSEA Enterprise Planning System (NEPS) account and shall enter tasking and financial details as required by the program. The contractor shall validate plans in NEPS and submit into workflow for program manager review and approval.

3.1.2 Risk Management. The contractor shall provide risk management support. The contractor shall assist with risk identification, analysis, and assessment. The contractor shall work with NSWCPD ISEAs to collect, identify, document, and track program related risks in accordance with NAVSEAINST 5000.8, S9800-AB-MAN-101, MILS-STD-882, NAVSEAINST 5100.12B, and NAVSEAINST 5100.12M. The contract shall document programmatic risks using a 5x5 risk matrix and shall document safety risks using a 7x7 risk matrix. The contractor shall work with NSWCPD ISEAs to identify risk mitigation steps and shall track through risk mitigation. The contractor shall ensure mitigation dates are met and if not, work with the ISEAs to modify mitigation steps and/or dates are updated as needed. The contractor shall track all risks through risk mitigation/risk retirement. The contractor shall work with ISEAs to identify and document residual risks and shall assist with coordinating required approvals as needed in accordance with NAVSEAINST 5000.8.

3.1.3 Regional Maintenance and Modernization Coordination Office Tracking. The contractor shall assist with tracking the status of ISEA check ins/check outs of Regional Maintenance and Modernization Coordination Office (RMMCO). The contractor shall acquire Navy Data Environment (NDE) account in order to review and download RMMCO check in/check out forms.

3.1.4 Schedule Development and Tracking. The contractor shall provide scheduling support. The contractor shall work with NSWCPD ISEAs to collect, document/develop, review, and maintain modernization schedules. The contractor shall compile individual schedules into one master schedule. Schedules may start with funding requests and include design development through shipboard installation and RMMCO check out. The contractor shall work the ISEAs to gather and incorporate weekly schedule updates. If deadlines are missed, the contractor shall contact ISEAs for updates. Schedules are typically maintained in Microsoft Excel or Microsoft Project. The contractor shall have extensive working knowledge of both Microsoft Project and Microsoft Excel. Schedules may track baseline dates as well as revised and actual dates, as well as percent completion data, individuals responsible for tasking, etc. The contractor must understand how to set up lead and lag tasking in Microsoft Project.

3.1.5 Dashboard Development and Tracking. The contractor shall provide program dashboard support. The contractor shall develop and maintain program dashboards. These dashboards document and report overall program status/health. Details to be tracked in program dashboards will be identified by the appropriate program manager. Program dashboards are typically maintained in Microsoft Word or Microsoft Excel. The contractor shall work with NSWCPD program managers, ISEAs, and waterfront representatives to collect, review, and maintain program dashboards and data. Program dashboards often report out project milestones, hardware and software status, material status, testing status, production progress, etc.

3.1.6 Cyber Security Coordination. The contractor shall coordinate program cyber security initiatives. The contractor shall provide risk management framework support in accordance with NIST.SP.800-37. The contractor shall work with information system security managers, information system security engineers, and ISEAs to track status/progress of program related Enterprise Mission Assurance Support Service (eMASS) packages. The contractor shall coordinate and host reoccurring cyber security meetings. The contractor shall provide cyber security status/updates for meetings and program reviews as required by the program. Program review updates shall be provided via Microsoft Power Point.

3.1.7 Ship Change Document Tracking. The contractor shall assist with ship change document (SCD) tracking. The contractor shall review program fielding plans and work with ISEAs to identify upcoming and future modernization efforts. The contract shall track SCD title, number, and phase status. The contractor shall acquire an NDE account in order to review and download SCDs.

3.1.8 Material Tracking. The contractor shall assist with the tracking of modernization material.

3.1.8.1 The contractor shall work with the ISEAs to ensure all necessary material has been ordered and will be received by the required date for ship modernization. If material is ordered late or will be delivered late, the contractor work shall work with the ISEA to document reason(s) for delays.

3.1.8.2 The contractor shall review NSWCPD material inventory lists. These lists are issued quarterly. The contractor shall work with ISEAs to determine who owns what material and applicable installation (hull and SCD). The contractor shall identify material that has no owner and material that is not slated for shipboard installation. The contractor shall work with the program manager for disposition of such material. The contractor will generate material movement forms to disposition material as deemed necessary by the program manager.

3.1.8.3 The contractor shall track program related DD FORM 1149s (Requisition and Invoice/Shipping Document) to ensure program related DD FORM 1149's have been issued to track transfer of material from NSWCPD or contractor to the ship.

3.1.9 Engineering Change Proposal Tracking. The contractor shall manage, distribute and track engineering change proposals (ECPs). ECPs will be compiled into a repository, such as SharePoint or Fusion. As ECPs are developed and transformed into ship change documents (SCD), the contractor shall track and report SCD status.

3.1.10 Advisories/Naval Message Tracking. The contractor shall track HM&E equipment related class and ISEA advisories and Naval messages for the DDG, CG, LSD, LHD, LPD, and Aegis ashore programs. The contractor shall assist in issuing, updating, and closing advisories. The contractor shall provide a tracking matrix detailing the status of all advisories.

3.1.11 Travel Tracking. The contractor shall assist with the tracking of ISEA travel. This is needed to know who will be on which ship and when (ISEA, hull, dates visited).

3.1.12 Shipboard Testing Tracking. The contractor shall provide testing support. The contractor shall:

Coordinate and track the status of test plan development, update, and delivery

Coordinate and track the status of test procedure development, update, and delivery

Coordinate and track land based software development activities.

Coordinate ship yard test support

Track shipboard problem improvement reports (SPIRs)

Generate testing metrics

3.1.13 Data Call Support. The contractor shall support program related data calls. The contractor shall work with the program manager and ISEAs to gather necessary data. The contractor shall collect, review, collate, and provide the data in the required format by the due date noted within the data call. Data calls subjects will vary and typically require a quick turnaround time.

3.1.14 Contract Tracking. The contractor shall track and document program related contracts status and health. The contractor shall work with ISEAs to document all awarded contract actions for both labor and material contracts. The contractor shall track type of contract support being provided, contract number, contract award date, contract period of performance, etc. The contractor shall work with the ISEAs monthly to identify contract changes and changes in contract health.

3.1.15 Meeting Support/Action Item Tracking/Briefs. The contractor shall support program related meetings including program reviews.

3.1.15.1 The contractor shall coordinate and host meetings, assign and take actions, record actions and meeting minutes. The contractor shall document and issue meetings minutes and meeting actions in the format required by the program. The contractor shall work with individuals assigned actions to gather action item status. This status will be recorded within the action item tracker. The contractor shall continue to gather and track action status through action closure.

3.1.15.2 The contractor shall assist with generating meeting briefs. Meeting briefs are typically generated in Microsoft Power Point but depending on the nature of the meeting/brief, the medium may vary. The contractor shall

gather the necessary data and compile into the format required.

3.1.15.3 The contractor shall assist with ISEA briefs. The contractor shall assist with issuing data calls to the ISEAs requesting briefs. The contractor shall collect, review, and edit submitted briefs as needed to ensure data accuracy. The contractor shall compile submitted briefs and issue as required.

3.1.15.4 Contractor personnel shall provide in person support to meetings held at NSWCPD, as needed.

3.1.16 Quality Assurance Tracking. The contractor shall track program related quality activities and issues. Examples of quality activities include quality assurance (QA) workbook status and system engineering process (SEP) surveillance reports, and SEP audit events. Examples of QA issues include tracking level 1, 2, and 3 SPIRs, contractor issued cure notices, and contractor issued corrective action requests. The contractor shall compile QA issues and activities and report out metrics.

3.1.17 Share Drives/SharePoint Usage. The contractor shall use program related share drives and/or SharePoint as required per the program manager. The contractor shall store required data/files on share drives and/or SharePoint as directed by the program manager in order to share program related data/files with entire program team and sponsors. The contractor shall set up new program related folders as necessary. The contractor shall maintain share drive/SharePoint folders in a neat and organized manner.

3.1.18 Deliverable Tracking. The contractor shall assist with the tracking of program related deliverables. The contractor shall survey ISEAs on a reoccurring basis to gather status of program related deliverables. The contractor shall record status and generate/issue metrics.

3.1.19 System Safety Plan Tracking. The contractor shall assist with tracking program related system safety plans (SSPs). As part of the NSWCPD system engineering process, most programs and systems are required to have SSPs in place. The contractor shall work with the ISEAs to identify all program systems required to have a SSP. The contractor shall acquire a copy of each ISEA's SSP.

3.1.20 Collaboration and Content Sharing Tool Support. The contractor shall provide administrative support to content in various government collaboration and content sharing tools such as SharePoint sites, wiki pages, Fusion, Confluence, Sailor to Engineer website, etc. Support includes posting, updating, and organizing site content.

3.1.21 Integrated Logistics Support. The contractor shall provide integrated logistics support (ILS). The contractor shall assist with tracking the status of various program related ILS products and services. The contractor shall provide ILS integration and coordination support for availabilities to ensure that all required ILS products associated with the HM&E equipment alterations are properly updated, developed and issued.

3.1.22 Computers/Email Use. Contractor support personnel shall be issued government Navy Marine Corps Internet (NMCI) laptops and NMCI approved laptop cameras and headsets.

3.1.22.1 The government shall provide NMCI laptops to contractor personnel working under this contract.

3.1.22.2 The government shall provide NMCI approved laptop cameras and headsets to contractor personnel working under this contract.

3.1.22.3 All contractors providing support under this contract shall perform daily support duties using NMCI laptops. All program related email correspondence shall be accomplished using NMCI (Navy.mil) email accounts.

3.1.22.4 Contractors providing support under this contract will periodically be required to support meetings via Microsoft Teams or Fusion (or some other government approved video conferencing system). If required, the contractor shall use the NMCI approved accessories (camera and headset) provided by the government in order to participate in these meetings.

3.1.22.5 No external device shall be connected to any NMCI laptop unless it is approved for use by NMCI or NSWCPD information technology (IT) representatives.

3.1.22.6 The contractor shall track government assets assigned to their staff and shall ensure assets are promptly

returned to the government when an individual is no longer supporting this contract.

3.1.22.7 Upon onboarding, contractor personnel shall travel to NSWCPD to pick up NMCI laptops and related computer accessories, as well as hard connect to the NMCI network for account activation.

3.1.22.8 When experiencing connectivity issues, contractor personnel shall travel to NSWCPD in order to hard to connect to the NMCI network in order to resolve NMCI connectivity issues when directed to do so by the NMCI help desk.

3.1.22.9 When experiencing IT issues, contractor personnel shall travel to NSWCPD in order to work with Department 20 IT support personnel to resolve IT issues when directed to do so by the NMCI help desk.

3.1.23 Common Access Cards. Contractor support personnel shall be issued government common access cards (CACs). CACs are required to enter NSWCPD facilities and to use NMCI laptops.

3.1.24 Support Hours.

3.1.24.1 NSWCPD employees are required to work between the hours of 0530-1930 Monday through Friday and overtime as needed. Due to the nature of the work included within this contract/task order, contractor support personnel are required to work between the hours of 0700-1800 Monday through Friday so they are available and are able to provide emergent program support as required. Contractor support personnel shall be available to support daily program tasking, meetings, data calls, and requirements.

3.1.24.2 Limited overtime is available under this contract.

3.1.24.2.1 If a NSWCPD program manager determines that contractor support personnel is required to work overtime, they will notify the contractor program manager and NSWCPD contracting officer representative (COR) via email in advance of overtime being performed. The NSWCPD program manager will identify individual required to work overtime, reason overtime is needed, and amount of overtime hours approved.

3.1.24.2.2 If the contractor program manager determines that contractor support personnel is required to work overtime, they will notify the NSWCPD program manager and COR via email in advance of overtime being performed requesting approval. The contractor program manager will identify individual required to work overtime, reason overtime is needed, and amount of overtime hours requested. Contractor support personnel are not authorized to work overtime unless approved by both the NSWCPD program manager and COR.

3.1.25 Reports. The contractor shall provide monthly reports.

3.1.25.1 The contractor shall provide monthly status reports outlining work accomplished as well as a financial summary of monthly costs incurred, expenditures to date, amount of funds remaining, and estimated dates when funds will be expended. Financial information will be broken-down by labor and other direct costs as well as by technical instruction. (CDRLs A001 and A004)

3.1.25.2 The contractor shall provide monthly trip reports for any travel incurred. (CDRL A002)

3.1.25.3 The contractor shall provide a monthly report listing all contractor personnel by name and program supported. (CDRL A003)

3.1.25.4 The contractor shall provide a monthly report listing all government assets assigned to their staff. (CDRL A005) This list shall:

3.1.25.4.1 Identify contractor by name, NMCI laptop asset tag number, laptop manufacturer by name (Dell, Fujitsu, etc.).

3.1.25.4.2 Any additional equipment furnished by the government to contractor personnel, such as laptop cameras and/or headsets.

3.1.25.4.3 Dates government assets were assigned to contract personnel and dates assets were returned to the government.

3.2 Commonality of Systems, Subsystems, and Components - Not applicable

3.4 Diminishing Manufacturing Sources and Material Shortages Management (DMSMS) Contract Requirements- Not applicable

3.5 Parts Obsolescence- Not applicable

4.0 DATA REQUIREMENTS

4.1 Contract Status Report (CDRL A001)

4.1.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.1.2 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable the government's approval must be received in writing from the COR within five (5) business days before formal submission.

4.2 Travel Report (CDRL A002)

4.2.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.2.2 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, government's approval is required from the COR.

4.3 Contractor's Personnel Roster (CDRL A003)

4.3.1 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.4 Other Direct Costs Report (CDRL A004)

4.4.1 The CDRL shall be delivered electronically, and while contractor's format is acceptable, government's approval is required from the COR. This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.5 Government Furnished Material (GFM) by National Stock Number (CDRL A005)

4.5.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.5.2 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, government's approval is required from the COR.

4.6 Government Property Inventory Report (Periodic) (CDRL A006)

4.6.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail (monthly).

4.6.2 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR.

4.7 Government Property Inventory Report (Final) (CDRL A007)

4.7.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail (final).

4.7.2 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR.

5.0 SECURITY REQUIREMENTS

5.1 Security Training. The contractor is responsible for completing all required government mandated training to maintain security and network access to government sites and IT systems to include but not limited to: Antiterrorism Level 1 Awareness; Records Management in the DON: Everyone's Responsibility; Training and Readiness: The Active Shooter; NAVSEA Introduction to Controlled Unclassified Information; Operations Security (OPSEC); NAVSEA Counterintelligence Training; Privacy and Personally Identifiable Information (PII) Awareness Training; NAVSEA Physical Security training and Cybersecurity 101 Training. Certificates of successful completion shall be sent to the COR and as otherwise specified in the contract.

5.1.1 In accordance with the NISPOM DoD 5220.22M, contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated Tier 3 by the Vetting Risk Operations Center (VROC). An interim clearance is granted by VROC and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD buildings. Furthermore, if the Navy Central Adjudication Facility, have made an unfavorable determination access will be denied. For common access card (CAC) you must have an open investigation and or favorable adjusted investigation. Interim security clearance are acceptable for a CAC. Access will be denied for anyone that has eligibility pending in JPAS. Vetting through the National Crime Information Center, sex offender registry, and the terrorist screening database shall be process for a contractor that does not have a favorable adjudicated investigation.

5.1.2 Within 30 days after contract award, the contractor shall submit a list of all contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed contracting officer representative (COR) via email. The contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC and or Standard Access Control Badge (SACB), the systems the employee can access (i.e., NMCI, RDT&E), and the name of the contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the contractor shall immediately provide any updated information to the COR when any contractor personnel changes occur including substitutions or departures.

5.2 On Site Work. Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company facility security officer or the company human resource department. In addition to the I-9 form, contractors shall also bring their birth certificate, current United States passport or naturalization certificate and state issued ID to the NSWCPD security officer at the time of badge request to verify citizenship. Any contractor that has unfavorable information that has not been favorably adjudicated, by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge. Finally, contractors shall supply a copy of their OPSEC training certificate or other proof that the training has been completed.

5.2.1 In accordance with NSWCPD security protocol, contractor employees who hold dual citizenship will not be granted security clearance to our facilities.

5.2.4 If deemed necessary, for each day on NSWCPD property, the contractor shall complete the current version of the NSWCPD COVID-19 Screening and Self-Assessment Questionnaire for each employee. If there are any "Yes" answers, the contractor shall contact the TPOC or the contractor officer.

5.3 DD254 Requirement. This effort may require access to classified information up to the confidential level. No classified data will be generated or stored by the contractor. The contractor is required to have and maintain a confidential security clearance. The requirements of the attached DD Form 254 apply.

5.3.1 The contractor is required to maintain a Facility Security Clearance (FCL) in accordance with the DD Form 254 to perform certain work under the contract. Although it is not required at time of award, it shall be obtained within 30 days after award. Otherwise the government will have no obligation to continue ordering work under the contract and may not exercise any of the available options.

5.3.2 The contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the NSWCPD, security office.

5.3.3 The contractor shall forward signed copies of DD Form 254s provided to subcontractors to the Naval Surface Warfare Center Philadelphia Division, ATTN: Security.

5.3.4 The contractor shall direct the subcontractor to obtain approval, through the prime contractor, for the public release of information received or generated by the sub through the prime contractor.

5.3.5 The contractor shall submit the subcontractor request for public release through the technical point of contact identified on the DD Form 254.

Additional information related to the facility clearance process can be obtained by visiting www.dss.mil or http://www.dss.mil/isec/pcl_index.htm.

5.4 Operations Security (OPSEC)

5.4.1 The contractor shall protect critical information associated with this contract to prevent unauthorized disclosure. The NSWCPD critical information list (CIL)/ CIIL (Critical Indicators and information list) will be provided on site, if warranted. Performance under this contract requires the contractor to adhere to OPSEC requirements. The contractor may not impose OPSEC requirements on its subcontractors unless NSWCPD approves the OPSEC requirements. During the period of this contract, the contractor may be exposed to, use, or produce, NSWCPD critical information (CI) and/or observables and indicators which may lead to discovery of CI. NSWCPD's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under foreign ownership, control, or influence (FOCI).

5.4.2 Controlled unclassified information (CUI) correspondence transmitted internally on the contractor's unclassified networks or information systems, and externally, shall be protected per NIST SP-800-171, Protecting CUI in non-federal systems and organizations.

5.4.3 NSWCPD's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet pages or public facing websites. Media requests related to this project shall be directed to the PCO, and the COR who will forward the request to the NSWCPD public release authority for review.

5.4.4 Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government classified or CI, business sensitive, Company proprietary information related to this or other program must be immediately reported to the contractor's Facility Security Officer and Cognizant Security Office and/or the Naval Criminal Investigative Service, and the NSWCPD Security Division (Code 105). Questions concerning these requirements shall be directed to the PCO, and the COR who will forward the request to the NSWCPD security division (Code 105).

5.5 Receipt, Storage, and Generation of Controlled Unclassified Information

All CUI associated with this contract must follow the minimum marking requirements of DoDI 5200.48, Section 3, paragraph 3.4.a, and include the acronym "CUI" in the banner and footer of the document. In accordance with DoDI 5200.48, CUI must be safeguarded to prevent Unauthorized Disclosure (UD). CUI export controlled technical information or other scientific, technical, and engineering information must be marked with an export control warning as directed in DoDI 5230.24, DoDD 5230.25, and Part 250 of Title 32, CFR. Nonfederal information systems storing and processing CUI shall be protected per NIST SP-800-171, or subsequent revisions. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy CUI associated with this contract by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

5.6 Planning, Programming, Budgeting and Execution Data

When contractor employees, in the performance of their duties, are exposed to planning, programming, budgeting and execution (PPBE) data, a non-disclosure agreement (NDA) with all affected contractor personnel must be executed in coordination with the COR and PCO to ensure safeguarding disclosure of this data.

5.7 U-NNPI Security Requirements

5.7.1 Security classification guidance is as follows of portions of the tasking on this contract when invoked in the statement of work:

5.7.1.1 Contractor requires access to information and equipment classified at the Confidential National Security Information (NSI) level in order to provide industrial support services within facilities that actively supports the Navy Nuclear Propulsion Program (NNPP).

5.7.1.2 All contractor personnel accessing classified information or classified material associated with the performance of work related to the resultant contract must be United States citizens, and shall have and maintain at a minimum confidential security clearance.

5.7.1.3 The contractor is responsible for completing all required government mandated training to maintain security and network access to government sites and IT systems, as necessary to support.

5.8 U-NNPI

5.8.1 Purpose. The contractor hereby agrees that when provided documents (specifications, drawings, etc.) that are marked as containing NOFORN sensitive information that must be controlled pursuant to federal law, the information contained therein and generated as part of the inquiry shall be used only for the purpose stated in the contract and shall in no case be transmitted outside the company (unless such transmittals comply with the detailed guidance of the contract) or to any foreign national within the company. While in use, the documents shall be protected from unauthorized observation and shall be kept secure so as to preclude access by anyone not having a legitimate need to view them. The documents shall not be copied unless done in conformance with the detailed guidance of the contract. All the documents shall be promptly returned in their entirety, unless authorized for proper disposal or retention, following completion of the contract.

2. Specific Requirements for Protecting U-NNPI

a. Only U.S. citizens who have a need to know required to execute the contract shall be allowed access to U-NNPI.

b. When not in direct control of an authorized individual, U-NNPI must be secured in a locked container (e.g., file cabinet, desk, safe). Access to the container must be such that only authorized persons can access it, and compromise of the container would be obvious at sight. Containers should have no labels that indicate the contents. If removed from the site, U-NNPI must remain in the personal possession of the individual. At no time should U-NNPI be left unsecured (e.g., in a home or automobile, or unattended in a motel room or sent with baggage).

c. U-NNPI documents will have the word NOFORN at the top and bottom of each page. The cover sheet will have the warning statement shown below. Documents originated in the course of work that reproduce, expand or modify marked information shall be marked and controlled in the same way as the original. Media such as video tapes, disks, etc., must be marked and controlled similar to the markings on the original information.

d. U-NNPI may not be processed on networked computers with outside access unless approved by CNO (N00N). If desired, the company may submit a proposal for processing NNPI on company computer systems. Personally owned computing systems, such as personal computers, laptops, personal digital assistants, and other portable electronic devices are not authorized for processing NNPI. Exceptions require the specific approval of the cognizant DAA and CNO (N00N).

e. U-NNPI may be faxed within the continental United States and Hawaii provided there is an authorized individual waiting to receive the document and properly control it.

f. U-NNPI may not be faxed to facilities outside the continental United States, including military installations, unless encrypted by means approved by CNO (N00N).

U-NNPI may be sent within the continental United States and Hawaii via first class mail in a single opaque envelope that has no markings indicating the nature of the contents.

- g. Documents containing U-NNPI shall be disposed of as classified material.
- h. Report any attempts to elicit U-NNPI by unauthorized persons to the appropriate security personnel.
- i. Report any compromises of U-NNPI to the appropriate security personnel. This includes intentional or unintentional public release via such methods as theft, improper disposal (e.g., material not shredded, disks lost), placement on Web site, transmission via email, or violation of the information system containing U-NNPI.
- j. The only approved storage for U-NNPI is CDMS NOFORN.

6.0 PLACE OF PERFORMANCE

6.1 Work Location

6.1.1 The applicable NSWCPD program manager will determine which NSWCPD buildings each contractor will be required to access (building 4, 77 low, 77 high, 1000, etc.) and will provide this information to the contractor. The contractor shall provide a list of employees who require access to NSWCPD buildings, including standard security clearance information for each person, to the contracting officer's representative (COR) no later than three (3) business days after the date of award. The work space provided to the contractor personnel shall be identified by the awardee, with appropriate signage listing the company name and individual contractor employee name.

6.1.2 Access to government buildings at NSWCPD is from 0530 to 1930 Monday through Friday, except federal holidays. Normal work hours are from 0530 to 1930, Monday through Friday. Contractor employees shall be under government oversight at all times while working in NSWCPD offices. Government oversight requires that a government employee be present in the same NSWCPD building whenever contractor employee(s) are performing work. Contractor personnel are not allowed to access any government buildings at NSWCPD outside the hours of 0700 to 1800 without the express approval of the procuring contracting officer.

6.1.3 Contractor support personnel may occasionally need to travel to any of the locations listed within the travel section of this document.

6.1.4 Due to COVID-19, the contractors shall evaluate and establish performance of its contract at alternate work locations, such as the expanded use of teleworking, when feasible to successfully perform the contract requirements. This is in effect until there is resolution of the pandemic or as directed by the contracting officer. Post COVID-19, contractor support personnel will not be permitted to telework unless it is discussed and approved in advance by the NSWCPD COR and appropriate Department 20 program manager.

6.2 Early Dismissal and Closure of Government Facilities

6.2.1 When a government facility is closed and/or early dismissal of federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to government personnel. The contractor shall not direct charge to the contract for time off, but shall follow its own company policies regarding leave. Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

6.2.2 When federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the contract. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, and closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract period of performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the contractor's established accounting policy.

6.3 Training

6.3.1 The contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCPD. This document is available at: <https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

6.3.2 In accordance with C-223-W002, ON-SITE SAFETY REQUIREMENTS (NAVSEA), the contractor shall certify by e-mail to (b)(6) (b)(6) that on-site employees have read the "Philadelphia Division Environmental Policy and Commitment" and taken the EMS Awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employee name, work site, and contract number.

7.0 TRAVEL

7.1 The contractor may be required to travel from the primary performance location when supporting this requirement. The estimated number of trips is approximately 26. The contractor shall be required to travel CONUS (any state in USA) and OCONUS to accomplish the tasks contained in this contract. Travel in support of this requirement is anticipated to include, but may not be limited to, the following alternate performance locations:

CONUS/OCONUS	Origin	Destination	#of Days/Trip	# of Trips/Yr	# of People
CONUS	Philadelphia, PA	Washington, DC	5	6	1
CONUS	Philadelphia, PA	Norfolk, VA	5	5	1
CONUS	Philadelphia, PA	Mayport, FL	5	1	1
CONUS	Philadelphia, PA	Jacksonville, FL	5	2	1
CONUS	Philadelphia, PA	Everett, WA	5	2	1
CONUS	Philadelphia, PA	Seattle, WA	5	3	1
CONUS	Philadelphia, PA	Portland, OR	5	2	1
CONUS	Philadelphia, PA	San Diego, CA	5	5	1

7.2 The number of times the contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. All travel shall be approved before travel occurs. Approval may be via email by the PCO or the fully executed technical instruction (TI) signed by the contracting officer.

7.2.1 In accordance with TI instructions, before initiating any travel the contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling, their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the COR and contract specialist. Actuals cost, resulting from the performance of travel requirements, shall be reported as part of the contractor's monthly status report. The reportable cost shall also be traceable to the contractor's invoice.

7.3 All travel shall be conducted in accordance with FAR 31.205-46, Travel Costs, and B-231-H001 Travel Cost (NAVSEA) and shall be pre-approved by the COR.

7.4 Travel Costs

7.4.1 The current "maximum per diem" rates are set forth in the (i) Federal Travel Regulations for travel in the Continental United States; (ii) Joint Travel Regulations for Overseas Non-Foreign areas (e.g., Alaska, Hawaii, Guam, Puerto Rico, etc.); and (iii) Department of State (DOS) prescribed rates for foreign overseas locations.

7.5 OCONUS Contractor Personnel Travel During COVID-19- Not Applicable

8.0 GOVERNMENT FURNISHED PROPERTY

8.1The government will provide NMCI computers for contractor personnel working under this contract. The contractor shall track NMCI assets assigned to their staff and shall ensure assets are promptly returned to the government when an individual is no longer supporting this contract. No external device shall be connected to any NMCI laptop unless it is approved for use by NMCI or NSWCPD information technology representatives.

8.2The government will provide NMCI approved laptop cameras and headsets for contractor personnel working under this contract. The contractor shall track assets assigned to their staff and shall ensure assets are promptly returned to the government when an individual is no longer supporting this contract.

9.0 GOVERNMENT FURNISHED INFORMATION - NOT APPLICABLE**10.0 PURCHASES**

10.1Only items directly used and incidental to the services for this contract and for work within the scope of the statement of work, shall be purchased under the other direct cost (ODC) line items. Purchases of an individual item that is valued above \$1,000 shall be approved by the contracting officer prior to purchase by the contractor. The purchase request and supporting documentation shall be submitted via email to the contracting officer and the COR it shall be itemized and contain the cost or price analysis performed by the contractor to determine the reasonableness of the pricing. Provide copies of price estimates from at least two (2) vendors.

10.2Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this contract shall be submitted to the PCO for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

11.0 Counterfeit Material Prevention - NOT APPLICABLE**11.1 Electronic End-Items - Not Applicable****11.2 Non-Electronic Materials - Not Applicable****12.0 PERSONNEL**

12.1 Personnel Requirements. All persons proposed in key and non-key labor categories shall, at the time of proposal submission, be U.S. citizens.

12.2Clause 52.222-2 "Payment for Overtime Premiums" will provide for the total approved dollar amount of overtime premium or will state "zero" if not approved. If overtime premium has not been approved under this contract in accordance with clause 52.222-2, overtime effort to be performed shall be requested from the contracting officer prior to performance of premium overtime. For overtime premium costs to be allowable costs; the contracting officer is required to approve the performance of overtime prior to the actual performance of overtime. The dollar amount in FAR 52.222-2 shall equal overtime premium negotiated between the government and the prime contractor. This overtime premium amount shall equal the prime contractor's unburdened premium overtime labor costs plus the subcontractors' fully-burdened premium overtime labor costs.

12.3 The level of effort for the performance of the resultant contract is based on the following labor categories and hours per year:

Labor Category	Key	Site	Base Yr Hrs	Option Yr 1 Hrs	Option Yr 2 Hrs	Option Yr 3 Hrs	Option Yr 4 Hrs
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Manager, Program/Project I; MANP1	Yes	KTR	9,600	9,600	9,600	9,600	9,600
Manager, Program/Project II; MANP2	Yes	KTR	10,080	10,080	10,080	10,080	10,080
Analyst, Management II; ANM2	No	KTR	10,080	10,080	10,080	10,080	10,080
Analyst, Financial Systems; ANFS	No	KTR	3,840	3,840	3,840	3,840	3,840
Logistician II; LGT2	No	KTR	3,840	3,840	3,840	3,840	3,840
Word Processor I; 01611	No	KTR	1,920	1,920	1,920	1,920	1,920
YEARLY TOTAL	-	-	39,360	39,360	39,360	39,360	39,360
TOTAL HOURS	196,800	-	-	-	-	-	-

12.4 Key Personnel

12.4.1The contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract in accordance with clause 52.237-3 Continuity of Services (Jan 1991) in the basic SeaPort contract. The contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

12.4.2 In accordance with C-237-H002 Substitution of Key Personnel, the following labor categories are designated as the target key personnel for this contract. Resumes will be submitted for each category in the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category. The proposed combined expertise of all proposed key personnel shall cover at a minimum all requirements for task areas in the statement of work.

12.4.3The contractor shall provide individuals to fill the key positions identified below.

12.4.4The contractor shall indicate within the personnel section of its proposal, and/or indicate within individual submitted resume(s), any personnel security clearance requirements as stipulated in section 12.1 above.

Program/Project Manager II (6 resumes required):

Target Education: Bachelor's level degree in any technical or managerial discipline.

Target Experience: Ten (10) years of experience in program/project management, to include engineering, financial management, risk management, scheduling, planning, and oversight of task progress; 5 years of experience in U.S. Navy programs or operations.

Program/Project Manager I (5 resumes required):

Target Education: Bachelor's level degree in any technical or managerial discipline.

Target Experience: Five (5) years of professional experience in program/project management to include engineering, financial management, risk management, scheduling, planning, and oversight task progress; 3 years of experience in Department of Defense or U.S. Navy programs or operations.

12.5 Non-Key Personnel

In the performance of this effort, the contractor shall fully staff the non-key positions listed below with qualified individuals. The contractor shall provide individuals to fill the non-key positions identified below:

Management Analyst II

Minimum Education: Bachelor's degree in business or any technical discipline from an accredited college or university.

Minimum Experience: Seven (7) years of experience in engineering/science management, operations, research analysis or financial/cost analysis, 3 years' experience in U.S. Navy programs or operations.

Financial Systems Analyst

Minimum Education: Bachelor's degree in business, finance, or accounting.

Minimum Experience: Three (3) years of experience in a related field.

Logistician II

Minimum Education: High school/vocational school degree or GED certificate.

Minimum Experience: Seven (7) years of professional experience in integrated logistics support.

Word Processor I

Minimum Education: High school/vocational school degree or GED certificate.

Minimum Experience: Three (3) years of experience performing administrative type tasks and duties.

13.0 NSWCPD Electronic Cost Reporting and Financial Tracking (eCRAFT) System

13.1In addition to the requirements of clause C-237-W001 "Electronic Cost Reporting and Financial Tracking (eCRAFT) System Reporting (NAVSEA)", the contractor is required to provide supporting accounting system reports, at the contracting officer's request, based on the review of the invoice documentation submitted to eCRAFT. This documentation will include reports such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent). Supporting labor data provided must include unburdened direct labor rates for each employee and labor category. Cost breakdowns for ODCs, materials, travel and other non-labor costs must be at the transactional level in sufficient detail so the government can review allocability to the contract. Indirect costs allocated to direct costs must be shown at the lowest level of detail sufficient to reconcile each indirect rate to the appropriate allocation base.

13.2On invoices containing subcontractor costs, the prime contractor agrees, at the contracting officer's request, to attach as supporting documentation all invoices received from subcontractors, unless the subcontractor submits invoices directly to the CO and COR. This requirement applies to all subcontract types (cost, FFP, etc.).

14.0 SPECIAL REQUIREMENTS- NOT APPLICABLE

Provisions Incorporated by Full Text:

C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)

(a) Department - means the Department of the Navy.

(b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.

(c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards,

the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

(End of Text)

C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the Government.

(End of Text)

C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as

authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of Text)

C-211-H011 USE OF POWER GRINDERS AND SAWS (NAVSEA) (OCT 2018)

(a) All portable pneumatic grinders or reciprocating saws that are to be used on reactor plant material or equipment or used within the reactor compartment shall be equipped with safety lock off devices. In addition, the Contractor agrees that all portable pneumatic grinders or reciprocating saws that it purchases or acquires subsequent to the date of this contract, for use in performance of this contract in Naval workplace areas shall be equipped with safety lock off devices.

(b) A "safety lock off device" is any operating control which requires positive action by the operator before the tool can be turned on. The lock off device shall automatically and positively lock the throttle in the off position when the throttle is released. Two consecutive operations by the same hand shall be required first to disengage the lock off device and then to turn on the throttle. The lock off device shall be integral with the tool, shall not adversely affect the safety or operating characteristics of the tool, and shall not be easily removable.

(c) Devices, such as a "dead man control" or "quick disconnect", which do not automatically and positively lock the throttle in the off position when the throttle is released, are not safety lock off devices.

(End of Text)

C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

NONE

(End of Text)

C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

(End of Text)

C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

(End of Text)

C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal TBD dated TBD in response to NSWCPD Solicitation No. N6449822R3045.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(End of Text)

C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated for default in accordance with the clause entitled "Default (Fixed-Price Supply And Service)" (FAR 52.249-8), "Default (Fixed-Price Research And Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

C-223-H001 TRANSPORT AND DISPOSAL OF RADIOACTIVE WASTE (NAVSEA) (OCT 2018)

The Contractor will make reasonable efforts to contract commercially for transport and disposal of spent resin and other radioactive wastes to the same extent as for recent overhauls so long as nuclear risk indemnity under P.L. 85 804 is available to the Contractor. In the event that the Contractor cannot comply with new requirements concerning transport or disposal for radioactive wastes, or cannot reasonably obtain commercial transport and disposal of such wastes, the Government, upon timely notification of the specific problem(s), will provide assistance for disposition and, if such assistance does not prove to be successful, will assume custody of the radioactive wastes. In the event that the Government assumes custody of such radioactive wastes, then this contract shall be equitably adjusted to reflect the reduction in the scope of work of this contract.

(End of Text)

C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety Office points of contact below to report completion of the required training via email. The email shall include the contractor employee's name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractor's injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows: TBD

(End of Text)

C-227-H003 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (NAVSEA) (OCT 2018)

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. In accordance with OPNAVINST N9210.3 of 7 June 2010, appropriate safeguards must be proposed by the Contractor and approved by the NAVSEA Contracting Officer for Security Matters for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign

nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the NAVSEA Contracting Officer for Security Matters.

(b) The NAVSEA Contracting Officer for Security Matters shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the NAVSEA Contracting Officer for Security Matters impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor and subcontractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 00P3).

(End of Text)

C-227-H004 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (NAVSEA) (OCT 2018)

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

(b) Equipment and technical data defined as Naval Nuclear Propulsion Information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals or immigrant aliens.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

(End of Text)

C-227-H005 UNLIMITED RIGHTS IN TECHNICAL DATA-NUCLEAR PROPULSION PLANT SYSTEMS (NAVSEA) (OCT 2018)

(a) Pursuant to subparagraph (b)(1) of the clauses entitled "Rights In Technical Data--Noncommercial Items" (DFARS 252.227 7013) and "Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation" (DFARS 252.227-7014), it is agreed that all technical data pertaining to nuclear propulsion plant systems under the technical cognizance of the Navy Nuclear Propulsion Directorate, Naval Sea Systems Command (NAVSEA 08), which is specified to be delivered pursuant to this contract, shall be delivered with unlimited rights, provided, however, that nothing in the clause shall be deemed to require any subcontractor of any tier under this contract to deliver or furnish with unlimited rights any technical data which it is entitled to deliver with other than unlimited rights pursuant to said "Rights In Technical Data--Noncommercial Items" Or "Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation" clauses.

(b) It is further agreed that promptly after delivery of the vessel, or after any termination of all work under this contract, the Contractor shall submit a letter report to the Navy Nuclear Propulsion Directorate, Naval Sea Systems Command (NAVSEA 08) listing and providing a brief description of all items of technical data pertaining to the reactor plant(s) of the vessel(s) developed or prepared under this contract which were not specified to be delivered pursuant to this contract. The Contractor shall furnish in the Contractor's format and at the cost of reproduction, with unlimited rights, copies of items of technical data so reported or which should have been reported, as the Government may require in writing from time to time and at any time. However, nothing in this requirement shall require the Contractor to retain any item of such technical data beyond the period provided for in this contract, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

(End of Text)

C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, and Exhibit(s) A001-A006, attached hereto.

A001 - Contract Status Report

A002 - Travel Trip Report

A003 - Contractor Personnel Roster

A004 - Other Direct Costs Report

A005 - Government Furnished Material

A006 - Government Property Inventory Report (Periodic)

A007 - Government Property Inventory Report (Final)

(End of Text)

C-227-H012 INVENTION RIGHTS - NUCLEAR PROPULSION PLANT SYSTEMS (NAVSEA) (MAR 2019)

(a) If in performance of this contract, the Contractor invents, discovers, conceives, or first actually reduces to practice a patentable invention pertaining to nuclear propulsion plant systems under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08), the entire right, title, and interest in said invention shall be assigned to the Government, subject only to a royalty-free, non-exclusive license with the Contractor to practice the same.

(b) The Contractor shall submit annually a report of any such patentable inventions or a report that it has no such patentable inventions. The first report will be included as part of the monthly progress report following the first annual due date, and annually thereafter.

(c) The patent rights clause at Federal Acquisition Regulation (FAR) 52.227-11 entitled "Patent Rights-Ownership by The Contractor" or the patent rights clause at Department of Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7038 entitled "Patent Rights-Ownership by The Contractor (Large Business) apply to inventions not relating to nuclear propulsion plant systems.

(End of Text)

C-227-H014 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS - BASIC (NAVSEA) (JUL 2021)

(a) The contractor shall not assert any claim, in any jurisdiction, based on trademark or other name or design-based causes of action that are based on rights the contractor believes it has in the term(s) TBD [contracting officers shall list terms(s) (Government assigned or approved nomenclature)] (the "Designation(s)"), against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design) acting within the scope of such authorization (i.e. claims for trademark infringement, dilution, trade dress infringement, unfair competition, false advertising, palming off, passing off, or counterfeiting). Such authorization shall be implied by the award of a Government contract to any party for the manufacture, production, distribution, use, modification, maintenance, sustainment, or packaging of the products and services identified under this contract, and the scope of such implied authorization is defined as the use of the Designation(s) in performance under such contract by the prime contractor and its subcontractors and suppliers at any tier. In all other cases, the scope of the authorization will be defined by the Government in writing.

(b) The contractor shall notify the contracting officer at least 30 days before asserting rights in, or filing an application to register, any one of the Designation(s) in any jurisdiction within the United States. Any such notification shall be in writing and shall identify the Designation(s) (including the word(s), name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

(End of Text)

C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior

notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified herein:

Labor Category	Name of Key Personnel
Manager, Program/Project I (MANP2)	(b)(6)
Manager, Program/Project I (MANP2)	(b)(6)
Manager, Program/Project I (MANP2)	(b)(6)
Manager, Program/Project I (MANP2)	(b)(6)
Manager, Program/Project I (MANP2)	(b)(6)
Manager, Program/Project II (MANP2)	(b)(6)
Manager, Program/Project II (MANP2)	(b)(6)
Manager, Program/Project II (MANP2)	(b)(6)
Manager, Program/Project II (MANP2)	(b)(6)
Manager, Program/Project II (MANP2)	(b)(6)
Manager, Program/Project II (MANP2)	(b)(6)

(End of Text)

C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges. (1)

Access: : eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The link for eCRAFT report submission is: https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of Text)

C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018)

(a) A post-award meeting with the successful offeror will be conducted within 30 days after award of the Task Order. The meeting will be held at the address below:

Location/Address: [Virtual Meeting]

(b) The contractor will be given 7 working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the task order.

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually agreed to prior to the meeting.

(End of Text)

C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

(End of Text)

C-244-H001 SUBCONTRACTING OF NUCLEAR ENGINEERING EFFORT (NAVSEA) (OCT 2018)

(a) The Contractor and the Navy intend that all nuclear engineering effort under this contract be performed by employees of the Contractor or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site. If, however, the Contractor considers that subcontracting some nuclear engineering effort, which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, is necessary to meet the Contractor's contractual requirements, then notwithstanding and in addition to any other requirement of this contract, the Contractor shall submit a written request for technical approval to the Navy Nuclear Propulsion Directorate (NAVSEA 08). The request to subcontract nuclear engineering effort shall state the reasons why the subcontracting is necessary, why the effort cannot be performed by the Contractor's personnel or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, the expected number of man/hours, cost and nature of the subcontracted effort, period of performance, and the name and qualifications of the vendor to perform the subcontracted effort. NAVSEA 08 shall approve or disapprove the request in writing. The Contractor agrees not to subcontract any nuclear engineering effort which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site without obtaining the express written technical approval of NAVSEA 08.

(b) For the purpose of this requirement, the term "nuclear engineering effort" includes engineering, drafting, and related technical support effort under NAVSEA 08 technical cognizance.

(End of Text)

C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

(1) Impact on subcontracting goals,

(2) Impact on providing support at the contracted value,

(3) The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort-e fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(End of Text)

C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

(End of Text)

252.204-7023 REPORTING REQUIREMENTS FOR CONTRACTED SERVICES (JUL 2021)

(a) Definition. As used in this clause--

First-tier subcontract means a subcontract awarded directly by the contractor for the purpose of acquiring services for performance of a prime contract. It does not include the contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies or services that benefit multiple contracts and/or the costs of which are normally applied to a contractor's general and administrative expenses or indirect costs.

(b) The Contractor shall report annually, by October 31, at <https://www.sam.gov>, on the services performed under this contract or order, including any first-tier subcontracts, during the preceding Government fiscal year (October 1-September 30).

(c) The Contractor shall report the following information for the contract or order:

(1) The total dollar amount invoiced for services performed during the preceding Government fiscal year under the contract or order.

(2) The number of Contractor direct labor hours, to include first-tier subcontractor direct labor hours, as applicable, expended on the services performed under the contract or order during the previous Government fiscal year.

(d) The Government will review the Contractor's reported information for reasonableness and consistency with available contract information. In the event the Government believes that revisions to the Contractor's reported information are warranted, the Government will notify the Contractor. Upon notification, the Contractor shall revise the reported information or provide the Government with a supporting rationale for the information.

(End of Clause)